

James Bryden to the said Harry Dorsey Gough as aforementioned. And whereas the said Samuel Chase, on the date of this deed, hath also paid to the said James Bryden the sum of ten thousand two hundred and eighty-three dollars and fifty-eight cents, the receipt whereof is testified by his being one of the subscribing witnesses to the execution of this deed. Now this indenture witnesseth, that the said James Clarke," &c. conveying to Samuel Chase an absolute estate in fee simple.

The lease from the late Samuel Chase to James Bryden, bears date on the 26th day of February, 1806, of this property for the term of fifteen years, reserving an annual rent of two thousand dollars, is in the usual form, and the acknowledgment of it by Chase and his wife, the present plaintiff, is in the form required by law. The recital and condition of the bond in the penalty of forty thousand dollars, of the same date, from Samuel Chase, the plaintiff's late husband, to James Bryden, is expressed in these words:

"Whereas it has been agreed, on the day and year abovementioned, by and between the said Samuel Chase and the said James Bryden as follows, to wit: that the said Samuel Chase, his heirs and assigns, at and upon the expiration of fifteen years from the day of the date hereof, in the year of our Lord one thousand eight hundred and six, and not before, and at any time within one *year from the expiration of the said fifteen years, and not **211** afterwards, and upon the payment to him, the said Samuel Chase, his heirs or assigns, by the said James Bryden, his heirs, executors, administrators or assigns, of the sum of seventeen thousand five hundred dollars, in specie money of the United States, or gold coins as established by Act of Congress, passed on the ninth day of February one thousand seven hundred and ninety-three, and not in paper of any kind; although the said James Bryden or his assigns should by law be authorized to pay paper money in lieu of specie; and in case of the said James Bryden or his assigns not paying the said sum of seventeen thousand five hundred dollars in manner as aforesaid at the expiration of the said fifteen years, but within the one year thereafter abovementioned, then upon the payment of the said principal sum, with legal interest thereon until payment within the said year, in manner and form aforesaid, shall and will well and truly convey by deed duly acknowledged and recorded according to law, unto the said James Bryden, and his heirs, all that lot or parcel of ground lying in Baltimore Town, now the said City of Baltimore, and contained within the following courses and distances, to wit: beginning for the same, &c., together with all buildings and improvements erected upon the said two lots or parcels of ground, and which are particularly described in a deed duly acknowledged and recorded, and bearing date on the fourth day of February last, for the conveyance of the said two lots or parcels of ground by James Clarke to the said Samuel